

REPORT OF REQUEST FOR RESTRICTIVE TRADE PRACTICE OR BOYCOTT
SINGLE TRANSACTION

(For reporting requests described in Part 769 of the Export Administration Regulations)

NOTICE OF RIGHT TO PROTECT CERTAIN INFORMATION FROM DISCLOSURE

The Export Administration Act permits you to protect from public disclosure information regarding the quantity, description, and value of commodities or technical data supplied in Item 11 of this report and in any accompanying documents. If you do not claim this protection, all of the information in your report and in accompanying documents will be made available for public inspection and copying.

You can obtain this protection by certifying, in Item 10 of the report, that disclosure of the information referred to above would place a United States company or individual involved in the report at a competitive disadvantage. If you make such a certification in Item 10, you may remove information regarding the quantity, description, and value of the commodities or technical data supplied by you from Item 11 of the inspection copy of the report form and from the public inspection copies of the accompanying documents.

The withholding of this information will be honored by the Department unless the Secretary determines that disclosure of the information would not place a United States company or individual at a competitive disadvantage or that it would be contrary to the national interest to withhold the information.

A **1** **5**
MONTH/YEAR **6** **9**
RSN **10** **15** SUBSET **16** **17**
RTP **18** **27**
CLASS **28** FILING **55** TAG **70** **80**

This report required by law (50 U.S.C. App. §2407 (b) (2) P.L. 96-72; E.O. 12214; 15 C.F.R. Part (769). Failure to report can result both in criminal penalties, including fines or imprisonment, and administrative sanctions.

Instructions: 1. Complete all items that apply. 2. Assemble original report form and accompanying documents as a unit, and submit intact and unaltered. 3. Assemble and submit the duplicate copy of report form (marked Duplicate (Public Inspection Copy)) and additional copies of accompanying documents (marked with the legend "Public Inspection Copy.") 4. If you certify, in Item 10, that the disclosure of the information specified there would cause competitive disadvantage, edit the "Public Inspection Copy" of the documents submitted to exclude the specified information and remove the bottom of the Duplicate "Public Inspection Copy" of the report form relating to Item 11.

Public reporting for this collection of information is estimated to average one hour per request, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of Security and Management Support, Bureau of Export Administration, U.S. Department of Commerce, Washington, D.C. 20230; and to the Office of Management and Budget, Paperwork Reduction Project (0694-0012), Washington, D.C. 20503

1a. Identify firm submitting this report:

Name: **MCMASTER-CARR SUPPLY COMPANY X**
Address: **600 COUNTY LINE ROAD**
City, State and ZIP: **ELMHURST, IL 60126**
Country (If other than USA):
Telephone: **630-834-9600**
Firm Identification No. (If Known): **36-1456720**

Specify firm type:

- ☒ Exporter
☐ Bank
☐ Forwarder
☐ Carrier
☐ Insurer
☐ Other

1b. Check any applicable box:

- ☐ Revision of a previous report (attach two copies of the previously submitted report)
☐ Resubmission of a deficient report returned by BXA (attach form letter that was returned with deficient report)
☐ Report on behalf of the person identified in Item 2
☐ Dual report on behalf of self and the person identified in Item 2

2. If you are authorized to report and are reporting on behalf of another U.S. person, identify that person (e.g., domestic subsidiary, controlled Foreign subsidiary, exporter, beneficiary):

Name:
Address:
City, State and ZIP:
Country (if other than USA):
Type of firm: (see list in Item 1a)
Firm Identification No. (if known):

3. Identify exporting firm, unless same as Item 1a or 2:

Name:
Address:
City, State and ZIP:
Country (if other than USA):
Firm Identification No. (if known):

4. (a) Name of boycotting country from which request originated:

OMAN

(b) Name of country directing inclusion of request, if different from (a) above:

5. Name of country or countries against which request is directed:

ISRAEL

6. Reporting firm's reference number (e.g., letter of credit, customer order, invoice):

37832

7. Date firm received request: (use digits for month/day/year)

07-09-97

8. Specify type(s) of document conveying the request:

- ☒ Request to carrier for blacklist certificate (submit two copies of blacklist certificate or transcript of request)
☐ Unwritten, not otherwise provided for (make transcript of request and submit copies)

- ☐ Letter of credit
☒ Requisition/purchase order/accepted contract/shipping instruction
☐ Bid invitation/tender/proposal/trade opportunity
☐ Questionnaire (not related to a particular dollar value transaction)
☐ Other written (specify)

Submit two copies of each document or relevant page in which the request appears

9. Decision on request: (Check one)

- ☒ Have not taken and will not take the action requested.
☐ Have taken or will take the action requested.
☐ Have taken or will take the action requested and claim it is subject to a grace period (attach detailed explanation).

- ☐ Have taken or will take the action requested but in a modified form (attach detailed explanation).
☐ Unable to report ultimate decision on the request at this time and will inform the Bureau of Export Administration of the decision within ten days after decision is made.

Additional Information: The firm submitting this report may, if it so desires, state on a separate sheet any additional information relating to the request reported or the response to that request. This statement will constitute a part of the report and will be made available for public inspection and copying, subject to the right to protect certain confidential information from disclosure described in Item 10.

10. Protection of Certain Information from Disclosure: (Check appropriate boxes and sign below)

- ☐ I (We) certify that disclosure to the public of the information regarding quantity, description, and value of the commodities or technical data contained in:
☒ Item 11 below (If you check this box, be sure to remove the bottom of the Duplicate (Public Inspection Copy) of the report form relating to Item 11.)
☐ Attached documents (If you check this box, be sure to edit the "Public Inspection Copy" of the documents submitted to exclude the specified information.) would place a United States person involved at a competitive disadvantage, and I (We) request that it be kept confidential.
☐ I (we) authorize public release of all information contained in the report and in any attached documents. I (We) certify that all statements and information contained in this report are true and correct to the best of my (our) knowledge and belief.

Sign here in ink

ANI WILLIAMS

Type or print

ANI WILLIAMS, EXPORT MANAGER

Date



PURCHASE ORDER
OMAN MINING COMPANY LLC.

P.O. No. 37832

Date : 09-07-1997.....

Phone : 850555 / 850777
Telex : 8003 OMINCO ON
Telefax : 800005 / 669409
Reg No. : 6547 669411

To

M/s. McMaster Carr Supply Co.
P O Box 7690
Chicago
Illinois 60680-7690
U.S.A.

P.O. Box 758, Muscat, P. Code : 113, Sultanate of Oman

359 REVIEW

Cost Centre 70 30 042

Purchase Req. No. 067029RA

Your Quotation FAX dated 01-07-97 refers.

Important: This order is placed on the terms and conditions contained in this order. This order is not binding until acknowledgement copy signed by your representative and stamped with your official company stamp is received at these Offices.

Please supply the following goods and/or services:-

ADVANCE COPY BY FAX

Item No.	Cat No.	Qty + Unit	Description	Unit Price	Amount
1		1 No.	Hot Plate, Rectangular Aluminium Alloy top for uniform heat distribution with insulated heating chamber enclosed in a heavy gauge aluminized steel case. Heat is controlled by an adjustable Thermostat Size : 18" Width x 24" Length x 5" Height Temp. Range 300-650°F, Wattage:4800 Watts VAC : 230, 50 Hz. Cat.No.3284K15. Delivery charges Total for packed and delivered to AEI,USA <u>Delivery:-</u> By Consolidated Economy Airfreight throuh Bahwan Travel Agencies LLC - Nominee Air Express International, 220 Thorndale Avenue, Bensenville, IL 60106, USA Tel.No.(708) 766 3380, Fax (708) 860 7305. <u>Payment:-</u> Within 30 days on receipt of your invoice. Please hand over the shipping documents to our forwarders without legaliation which will be handled by our forwarders viz. Air Express International (UK) Ltd., UK. <u>Note:-</u> Write name and address of the manufacturer in invoice.	US \$ 949.00	US \$ 949.00 25.00 974.00
Contact for queries			attachments		Total
Commercial Tel: VASU IV		Technical Tel: F.A. CARULLA			US\$ 974.00 FOB
Inspection & Expediting		Shipping	Deliver to	For Oman Mining Company LLC	

CONDITIONS OF CONTRACT

1. The price stated on this contract is fixed and firm for the duration of the contract unless specifically stated to the contrary. Prices therefore will not be subject to escalation of any kind, for any reason whatsoever.
2. Unless specifically stated in the Purchase Order all goods are placed on a "delivered" basis to the nominated delivery address. No carriage charges will therefore be accepted if not agreed in writing prior to delivery.
3. The contract price on this order is deemed to include the supply of all Material Test Certificates, Parts lists, Drawings, Works Test Certificates, Operating and Installation Manuals, Wiring Diagrams etc. as required in the Purchase Order or being normal practice for contracts of this nature.
4. The contract price on this order is deemed to include the supply of all Nuts, Bolts, Washers, Gaskets, initial charges of oil etc. required for installation start up and commissioning.
5. The contract price on this order is deemed to include the price of all non returnable packages. Should you require packages returned this should be indicated on your delivery note. Returnable packages will be shipped to you at the earliest possible date and the cost of transport will be debited to your account. The Company will not pay any deposit on returnable packages.
6. The contract will not be considered complete for payment purposes until all documentation eg. Instruction Manuals, Test Certificates, Drawings etc. called for in the purchase order or by statutory regulations has been received at these offices. Invoices will not be accepted until all documentation is complete.
7. Advice notes should be posted to our Muscat Office on the day goods are despatched.
8. Unless otherwise stated in this Purchase Order payment will be made 30 days following the last day of the month in which the invoice is received. Invoices should be posted to our Muscat Office on the day the goods are despatched. The Company will accept no responsibility for payments delayed as a result of late invoicing.
9. All materials issued by this Company as "free issue" materials will at all times remain the property of the Company even in the event of the suspension of the contract or the insolvency of the supplier.
10. All jigs, tools, dies and patterns for which we pay all or part cost are to become our property in the event of your refusal to supply the articles for which they were made.
11. All patterns and drawings supplied by us will remain our property at all times and must be returned in good order with the goods on completion of the order. The vendor shall replace all patterns, drawings or material which may be lost or damaged whilst in the possession of the vendor.
12. Drawings including any patented or patentable features embody confidential information of Oman Mining Company and their use in connection upon the users agreement not to reproduce the drawing in whole or in part nor, the material described thereon nor, to use the drawing for any purpose other than specifically permitted in writing by Oman Mining Company. It is also expressly forbidden to divulge any information supplied in pursuance of the contract to any third party unless agreed in writing by Oman Mining Company.
13. The buyer reserves the right to inspect any materials before despatch from the vendors works or in the event of any part of the manufacture being subcontracted, at the manufacturers works, such inspection shall not in any way relieve the vendor of his responsibility or liability, nor in any way imply acceptance of such materials. Where inspection is required by the Purchase Order at least seven days notice of readiness for inspection is to be given by the vendor.

Where inspection at vendors works is not a contractual requirement it is the vendors responsibility to carry out suitable inspection to ensure that goods meet the contract specification. Certificates of conformity should be issued where applicable.
14. Where the buyer rejects materials at sellers or vendors works, the vendor shall take immediate steps to rectify the offending materials to the buyers inspection representatives' satisfaction.
15. Goods supplied under this contract may be held in store for up to two years therefore packaging should give sufficient protection for this period. Due consideration should be given to site conditions details of which are available from our purchasing department. Transit conditions to site should also be given full consideration by vendor when packaging goods. It is the vendors responsibility to advise any special storage conditions required for his products by means of a notation on the delivery note.

Any goods which deteriorate in storage as a result of failure to comply with the above will be returned to the supplier for credit.
16. Any costs incurred by the buyer as a result of faulty or sub-standard materials being supplied by the vendor will be charged to the vendors' account.
17. Goods supplied under this contract may be held in store for up to two years therefore packaging should give sufficient protection for this period. Due consideration should be given to site conditions details of which are available from our purchasing department. Transit conditions to site should also be given full consideration by vendor when packaging goods. It is the vendors responsibility to advise any special storage conditions required for his products by means of a notation on the delivery note.

Any goods which deteriorate in storage as a result of failure to comply with the above will be returned to the supplier for credit.
18. The vendor shall carry product liability insurance for the equipment or materials he is supplying. Approval by the buyers inspector will in no way absolve the vendor of this responsibility. The extent of cover should be sufficient to meet any reasonable claims which could be expected to arise from failure of the equipment.
19. It is the vendors responsibility to ensure that all equipment and materials supplied conform to local safety standards and statutory regulations. Certificates of conformity should be supplied to the buyer where applicable.
20. The vendor must ensure that all products supplied do not contravene the regulations in force with regard to the boycott of Israel.
21. Where the buyer makes a stage payment for part completion of the work or on receipt of materials at vendors works then that part of the work or those materials for which the vendor has been paid will become the property of the buyer.
22. Goods shall become the property of the buyer, on delivery, or one month following written notice of completion, or on payment, whichever is the sooner.
23. All documentation supplied against this contract including all invoices and delivery notes must show the order number in full. Oman Mining cannot accept any responsibility for late payment resulting from failure to comply with this condition or use of incorrect numbers.
24. In the event of all or part of this contract being sub-contracted by the buyer these terms and conditions of purchase must be passed on in their entirety to the sub-vendor. Sub-contracting of orders manufactured to specific Oman Mining Company drawings and designs is expressly forbidden unless agreed in writing by the Company.
25. Where any special equipment is needed for off-loading the vendor should give at least 7 days notice of this requirement. Failure to comply will result in goods not being accepted.
26. Any alteration to the contents of this order or to the conditions of purchase contained therein must be agreed by the purchaser in writing by means of an official order amendment, otherwise they cannot be considered as accepted.
27. All Drawings, Parts Lists, Operating Manuals, Test Certificates and other technical documentation required under the contract are to be in the English Language.
28. All materials supplied against this contract must conform in all respects to the contract specification. No substitute or alternative materials will be acceptable without prior written agreement from Oman Mining Company.
29. These general conditions shall have effect subject to any express stipulation or condition at variance with these conditions that may be contained in the specification or otherwise incorporated in the contract.